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## **A G R E E M E N T**

Between the

**ESSEX COUNTY COLLEGE  
FACULTY ASSOCIATION**

and the

**ESSEX COUNTY COLLEGE  
BOARD OF TRUSTEES**

**Covering the period from:  
August 31, 1970 to August 31, 1971.**

THE

OF THE

IN THE

OF THE

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D. C. 20535

MEMORANDUM

TO : THE ATTORNEY GENERAL

FROM : [illegible]

SUBJECT: [illegible]

**FACULTY ASSOCIATION OFFICERS  
1969 — 1970**

CHAIRMAN  
LINWOOD GILBERT

VICE CHAIRMAN  
JAMES JOHNSON

TREASURER  
FRANK VIRGINTINO

SECRETARY  
TONI KUZMA

**FACULTY ASSOCIATION  
NEGOTIATIONS COMMITTEE  
1969 — 1970**

CHAIRMEN  
JOHN CARNEY  
CHARLES LARKIN

MEMBERS  
DENNIS VALENTI  
JOHN SEABROOK  
AUGUST RUGGERIO

**ESSEX COUNTY COLLEGE  
BOARD OF TRUSTEES**

ROBERT FERGUSON  
Chairman

SIMEON MOSS  
Secretary

EDWIN ALBANO

HAMILTON BOWSER

MARY BURCH.

RENARD ROSSI

ANTHONY SCALA

MORTON A. SIEGLER

**ESSEX COUNTY COLLEGE**

J. HARRY SMITH  
Chief Executive Officer

**BOARD OF TRUSTEES  
NEGOTIATIONS COMMITTEE**

BERNARD H. NEWMAN  
Chairman

CARL C. BARATTA

JOHN H. CARMICHAEL

JAMES B. DAY

JOSEPH H. HAMMEL

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## **PREAMBLE**

This Agreement is made and entered into by and between the BOARD OF TRUSTEES OF ESSEX COUNTY COLLEGE, a body corporate organized pursuant to provisions of N.J.S.A. 18A:64A-11 et. seq., hereinafter referred to as the "BOARD" or the "COLLEGE" and the FACULTY ASSOCIATION OF ESSEX COUNTY COLLEGE at Essex County College, hereinafter referred to as the "ASSOCIATION".

## **WITNESSETH:**

WHEREAS, the Board recognizes the Association as the majority representative in accordance with Chapter 303, Laws of 1968; New Jersey Employer-Employee Relations Act; and

WHEREAS, the parties hereto, through negotiation in good faith, have reached an agreement on wages, terms and conditions of employment and grievance procedures, and desire to execute this Agreement covering such agreement.

NOW, THEREFORE, in consideration for the following mutual covenants, the Board and Association agree:



## **ARTICLE I**

### **RECOGNITION**

1-1 The Board of Trustees of Essex County College recognizes the Essex County College Faculty Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time teaching faculty presently employed and hereafter employed by the Board including only:

Instructors, Assistant Professors, Associate Professors, Professors, and persons with the following titles:

Counselors of the Counseling Division, Librarians, Coordinators, Assistant Division Directors, Instructional Assistants and Instructional Development Specialists.

but excluding the following positions, classifications, and titles:

President, Administrative Vice-President, Assistant to the President, Deans, Director of Business Affairs, Associate Deans, Assistant Deans, Division Directors or Heads, Graphics Production Coordinator, Coordinator of Library Materials, Production Coordinator.

1-2 The determination of the inclusion or exclusion of Department Chairmen in the negotiating unit shall be determined upon the establishment of the position.

## **ARTICLE II**

### **DEFINITIONS**

2-1 The term "Board" shall mean the Board of Trustees of Essex County College, Essex County, State of New Jersey or its duly designated agent(s).

2-2 The term "negotiating unit" used in the Agreement shall mean the bargaining unit as described in Article I: All full-time teaching faculty presently employed and hereafter employed by the Board including only Instructors, Assistant Professors, Associate Professors, Professors, and the persons with the following titles: Counselors of the Counseling Division, Librarians, Coordinators, Assistant Division Directors, Instructional Assistants, and Instructional Development Specialists. The determination of the inclusion

or exclusion of Department Chairmen in the negotiating unit shall be determined upon the establishment of the position. All titles or classifications not mentioned are specifically excluded from the negotiating unit. In addition, the following positions, classifications and titles are excluded.

- President
- Administrative Vice-President
- Assistant to the President
- Deans
- Director of Business Affairs
- Associate Deans
- Assistant Deans
- Division Directors or Heads
- Graphics Production Coordinator
- Coordinator of Library Materials
- Production Coordinator

2-3 The term "Association" as used in this Agreement shall mean the Faculty Association of Essex County College, the recognized majority representative for the negotiating unit.

2-4 The term "College" as used in this Agreement shall mean Essex County College, of Essex County, State of New Jersey or its duly designated agent(s).

2-5 The term "parties" when used in this Agreement shall mean the Board and the Association in its capacity as exclusive majority representative of the employees in the negotiating unit.

### **ARTICLE III**

#### **SCOPE OF BARGAINING**

3-1 Good Faith, Terms and Conditions, Etc.

3-1.1 The Board and the Association acknowledge that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiation. The Board and the Association have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties after the exercise of that right are set forth in this Agreement.

3-1.2 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. It is the intention of the parties that the wages and conditions established by this Agreement shall be maintained for the entire life of this Agreement.

3-1.3 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect. Any such provision shall be renegotiated by the Board and the Faculty Association to comply with existing law.

3-1.4 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All contracts with new members of the negotiating unit shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

3-1.5 The enforcement of this Agreement is the joint responsibility of the Board and the Association. Should any dispute arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of the Board and the Association shall meet and confer in good faith to resolve differences. Any arbitrary interpretation or application of provisions of this Agreement shall be considered a violation of the Agreement.

## **ARTICLE IV**

### **ACADEMIC FREEDOM**

#### **4-1 Statement of Principles**

The Board herein declares its commitment to sustain the principles of academic freedom which are essential to both teaching and research, the basic functions of higher education.

This means for the college teacher:

4-1.1 Freedom in research and publication where these activities do not interfere with adequate performance of his academic duties.

4-1.2 Freedom in the classroom to discuss controversial issues relating to his subject, with the knowledge he has an obligation to bear in mind his unusual influence on the opinions and values of the students with whom he works.

4-1.3 Retention of all his rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, the teacher presents an image to the public by which his profession and the College may be judged. Therefore, he must at all times be accurate, show respect for the opinions of others, and must make clear that he is not an institutional spokesman.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **5-1 DEFINITION**

For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Board and the Association, or between the Board and any employee or group of employees within the negotiating unit deemed eligible to avail themselves of the use of this procedure, concerning the meaning and application of the specific written provisions of this Agreement and the alleged violations of any promulgated rule or policy of the Administration or Board of Trustees affecting the terms and conditions of employment.

5-2 For the purpose of this grievance procedure the Association, employee or group of employees shall hereinafter be referred to as the "Grievant".

#### **5-3 INFORMAL PROCEDURE**

Prior to the filing of a formal written grievance, the grievant shall informally discuss the matter with the division head or the appropriate administrator in whose area the alleged grievance arises.

#### **5-4 FORMAL PROCEDURE**

If, as a result of the informal discussion with the division head or administrator, the matter is unresolved, the grievant may invoke the formal grievance procedure by submitting a written grievance. This written grievance shall be submitted no later than ten (10) working days after the grievant has availed himself of the procedure outlined in 5-3 above, but in any event not later than fifteen (15) working days after the grievant's presumed knowledge of the act or condition(s) upon which the grievance is based.

#### 5-5 STEP 1.

The grievance will be submitted by the grievant in writing to the appropriate area head (Dean) on a form prepared by the Board. The Board will confer with the Association for the purpose of preparing the form but the final authority for such preparation shall rest with the Board. The employee, any involved administrator, and a representative of the Association will meet with the appropriate area head (Dean) for the purpose of resolving the grievance. The meeting must be held within five (5) working days of the receipt of the written grievance by the administrator. The appropriate area head (Dean) shall give his answer in writing with respect to the grievance within five (5) working days after the above-mentioned meeting.

#### 5-6 STEP 2.

If the grievance is not satisfactorily settled in Step 1, then within five (5) working days after receipt of the answer in Step 1, the grievant shall file two copies of the written grievance with the President of the College or a representative designated by the President and a copy shall be filed with the Association.

5-6.1 Within five (5) working days from the date of filing, the President or his designee shall meet with the grievant, any involved administrator and a representative of the Association in an effort to resolve the grievance. The President or his designee shall give the answer in writing with respect to the grievance within five (5) working days of said meeting, with a copy to the Association.

#### 5-7 STEP 3.

The grievance shall be deemed to have been satisfactorily disposed of under Step 2, unless within five (5) working days after receipt of the answer in Step 2, the grievant files two copies of the written disposition under Step 2 with the Board of Trustees, stating in writing to the Board the reason for his dissatisfaction with the answer given to the grievance under Step 2.

5-7.1 Within ten (10) working days from the date of filing of the grievance with the Board, the Board through its duly designated representatives (members of the Board) shall meet with the grievant, the appropriate administrator(s), and a representative of the Association in an effort to resolve the grievance.

5-7.2 The Board shall designate the time and place of the meeting. The Board shall state its disposition of the grievance in writing within fifteen (15) working days of said meeting.

5-8 STEP 4.

In the event that the grievant shall not be satisfied with the decision of the Board pursuant to Step 3, such grievance shall be taken to arbitration.

5-8.1 The Association and the Board shall meet to select an impartial arbitrator and in case agreement cannot be reached as to an impartial arbitrator, the American Arbitration Association shall be asked to submit a panel or panels of persons whom it would regard as available, impartial and specifically qualified for the particular arbitration involved. Thereafter the rules and regulations of the American Arbitration Association pertaining to the selection of an arbitrator will be followed. The power and authority of the impartial arbitrator shall be limited to the subject of the particular grievance involved. He shall have no authority or power to add to, delete, disregard or modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall render his determination in accordance with the laws of the State of New Jersey relating to county colleges, and shall have the power to make compensatory awards.

5-8.2 The disposition of any grievance at any step of the grievance procedure, or prior to the actual receipt of the decision of the arbitrator by agreement between the Board and the Association, shall be final and binding upon the employee or persons who are involved or affected thereby.

5-8.3 The fees and expenses of the arbitrator and the charges of the American Arbitration Association shall be borne equally by the Association and the Board.

5-9 Saturdays, Sundays, holidays and any other days on which the College shall be officially closed shall be excluded from the computation of "working days" as the term is used in this procedure.

5-10 It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

5-11 The number of days indicated at each Step will be considered as maximum and every effort shall be made to expedite the process. The time limitations in this procedure shall be considered to be

of the essence and not merely procedural. However, the time limits as stated in this procedure may be extended by written agreement between the President and the Association. The failure to file a grievance within the prescribed time limits shall constitute a waiver of the grievance.

5-12 Failure by the grievant at any Step to appeal a grievance to the next step within the specified time limits shall disallow the grievance.

5-12.1 Failure of the administration at any Step to submit a written disposition within the prescribed time limits shall allow the grievance.

5-13 It is expressly understood and agreed that in addition to the exclusions from the provisions of the grievance procedure which are contained elsewhere in the Agreement, the following are not subject to the grievance procedure:

5-13.1 Matters involving the discretion of the Board.

5-13.2 Any questions concerning the duration of this Agreement.

5-13.3 Any matter where the Board is without the expressed or implied authority to act.

5-13.4 Any action of the Board which is prescribed by law.

5-14 No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

5-15 If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the termination date of this Agreement, the time limits set forth herein may be altered by mutual consent so that the grievance procedure may be concluded prior to the termination of the Agreement or as soon thereafter as is practicable.

5-16 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant.

5-17 It is agreed that all parties involved in the grievance proceedings shall make available all documents and materials pertinent to the processing of the grievance.

5-18 If an employee covered by this Agreement has a complaint which he wishes to discuss with his supervisor, he is free to do so without recourse to the grievance procedure.

5-19 A grievance may be withdrawn by the grievant or the Faculty Association at any level. However, if in the judgment of the Faculty Association the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association.

## **ARTICLE VI**

### **ASSOCIATION AND INSTRUCTOR'S RIGHTS AND RESPONSIBILITIES**

6-1 Pursuant to Public Law 303 of the State of New Jersey, the Board hereby agrees that every member of the negotiating unit employed by the Board of Trustees of Essex County College shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection or to refrain from such activity. As a duly constituted body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass any instructor in the enjoyment of any rights conferred by the Acts or other laws of New Jersey and of the United States; that it will not discriminate against any member of the negotiating unit with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or his refraining from such activity.

6-2 Individuals shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such individual. The private and personal life of any member of the negotiating unit is not within the appropriate concern or attention of the Board, except where it reflects upon the employee's competence, either moral or professional, to perform his job.

6-3 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the Board and the Association in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, color, religion, national origin, age, sex or marital status.



6-4 Nothing contained herein shall be construed to deny to any member of the negotiating unit rights he may have under the laws of the State of New Jersey or other applicable laws and regulations.

6-5 The Association and its representatives shall have the right to use College facilities for meeting. The Association agrees to use the normal college channels for the reservation of such facilities. Such use shall not interfere, interrupt or conflict with normal college operation or student activities. Any additional cost due to the Association's use of college facilities shall be borne by the Association.

6-6 One hour twice per week between 9:00 A.M. and 4:00 P.M. shall be reserved for the conduct of Association business, and for other institutional activities. Every reasonable effort will be made to avoid giving any members of the negotiating unit an assignment during the above mentioned one hour periods. In the areas of library and counselling services, however, such assignments shall be made when necessary to avoid the curtailment of services.

6-7 Duly authorized representatives of the Association shall be permitted to transact official Association business on college property when they have no instructional or office hours scheduled and so long as there is no interference with official college business or the instructional or office hours of any other members of the negotiating unit.

6-8 Agents, members or representatives of the Association who are not employees of Essex County College shall be admitted to the College only for the purpose of discussing official Association business.

6-9 The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines, and all types of audio visual equipment at all reasonable times, where such equipment is not otherwise in use.

6-9.1 The Board may cancel the right of the Association to use such equipment at any time during the term of this Agreement. Such decisions shall be at the sole discretion of the Board or its agents, and such decisions or the results thereof shall not be subject to the grievance and arbitration provisions of this Agreement.

6-9.2 Where such equipment is under the Control of a Division Director, prior permission from Director shall be obtained for its use.

6-9.3 The Association shall pay for all labor, materials and supplies incident to such use through the establishment of a budget.

6-10 The Association shall have the right to post notices of its activities and matters of Association concern on instructor bulletin boards, one of which shall be provided in each division at a location agreed upon by and between the parties to this Agreement. The Association may use the College internal mail service and currently existing faculty mailboxes for communications to members of the negotiating unit.

6-11 What is contained in this Agreement shall be for the exclusive use of the Association and this Agreement may not be assigned by the Association without the prior expressed written consent of the Board.

6-12 With the consent of the individual, when a new employee of the negotiating unit is hired, the College will notify the Association, giving name and address.

6-13 For the purpose of preparing for negotiations, the Board agrees to furnish to the Association, upon request, all available public information concerning the professional staffing and financial resources of the College. Also, for the purpose of preparing for negotiations, the Board agrees to furnish to the Association, upon request, the current rank and salary of each employee in the negotiating unit. The names of the individual employees will not be given, the information merely revealing dollar amounts and numbers at each step and rank.

6-14 The Board agrees to furnish the Association with a copy of the Manual of Procedures and all addenda and a copy of the minutes of the public Board of Trustees meetings and all addenda.

## **ARTICLE VII**

### **PERSONNEL FILE**

7-1 The Personnel File of an individual member of the negotiating unit shall be open to him upon written request. When reviewing this personnel file, an appropriate administrator shall be present. The following material contained in the personnel file shall not be made available to the individual:

- 7-1.1 References from outside sources.
- 7-1.2 Placement records which contain references from outside sources.
- 7-1.3 Transcripts restricted by the sending institution.
- 7-1.4 Other confidential references or confidential information obtained from outside the College.

7-2 Prior to references being sought subsequent to employment the member of the negotiating unit shall be informed.

7-3 No document, other than those of a confidential nature mentioned above, shall be inserted in the individual member's personnel file without his prior knowledge. The individual member shall have the right to respond to any non-confidential document placed in his file. This response shall become part of his personnel file.

## **ARTICLE VIII**

### **ASSOCIATION REPRESENTATIVE ON BOARD**

8-1 An Association Representative shall sit in an advisory capacity with the Board of Trustees at all public meetings of the Board. The Board supports the concept of the appointment of a member of the faculty to its body as a voting member.

## **ARTICLE IX**

### **ASSOCIATION CHAIRMAN'S LOAD**

9-1 The Association Chairman's regular load shall be reduced by six (6) semester hours for the Fall and Winter semesters to enable the Chairman to administer the terms and conditions of this Agreement. A corresponding adjustment shall be made should the Association Chairman be a non-teaching member of the Association.

9-2 The Association affirms that for the duration of this Agreement, it shall attempt to resolve any and all disputes with the Board in a peaceful and lawful manner, availing itself of all procedures for the peaceful resolution of disputes as provided in Public Law 303.

9-3 The Board will provide office space for the Faculty Association after commitments to the instructional and support functions of the institution have been fulfilled.

## **ARTICLE X**

### **BOARD RIGHTS**

10-1 Notwithstanding any provision of this Agreement the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

10-2 The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hour consistent with the terms and conditions of this Agreement and Public Law 303.

10-3 Notwithstanding any provisions of this agreement, where it is in conflict with the laws of the State of New Jersey such law shall prevail.

## **ARTICLE XI**

### **DEDUCTIONS FOR PROFESSIONAL DUES**

11-1 Any member of the negotiating unit may at any time sign and deliver to the Board an assignment authorizing deduction of uniform membership dues of the Association. Such authorization shall continue in effect until it is formally revoked in writing by the member of the unit and copies thereof delivered to the Association and the Board.

11-2 Deduction of membership dues shall be made monthly from regular check payment for ten months, beginning in September and ending in June of each academic year, and the Board agrees to remit promptly all monies so deducted according to directions of the Association, accompanied by a list of those from whom the deductions have been made.

11-3 The deductions shall be made in accordance with the written authorization set forth below:

#### **AUTHORIZATION**

#### **TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name \_\_\_\_\_

Soc. Sec. No. \_\_\_\_\_

Division \_\_\_\_\_

To: Disbursing Officer

Essex County College Board of Trustees

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of yearly membership dues to the Association as certified by the Essex County College Faculty Association. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal prior to December 1, which will become effective to halt deduction as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies as deducted and transmitted in accordance with the authorization and relieve the Board and all of its officers, agents, and representatives of any liability thereof.

11-4 The Association shall certify to the Board, in writing, the current rate of its membership dues. Should the Association change the rate of its membership dues, it shall give the Board written notice thirty (30) days prior to the effective date of such change.

11-5 The Association shall waive all right and claim against the Board for improper deductions, provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.

## **ARTICLE XII**

### **REQUIREMENTS FOR ACADEMIC RANK**

#### **12-1 EXPERIENCE AND LENGTH OF SERVICE**

12-1.1 INSTRUCTIONAL ASSISTANT (This is not a tenure granting position). No previous teaching experience necessary.

12-1.2 INSTRUCTOR: No previous teaching experience necessary.

12-1.3 ASSISTANT PROFESSOR: Minimum of three (3) years college teaching and/or other relevant teaching experience and/or other experience relevant to the person's position at the College.

12-1.4 ASSOCIATE PROFESSOR: Minimum of seven (7) years college and/or other relevant teaching experience and/or other experience relevant to the person's position at the College.

12-1.5 FULL PROFESSOR: Minimum of ten (10) years college teaching and/or other relevant teaching experience and/or other experience relevant to the person's position at the College.

## EDUCATIONAL PREPARATION

12-2 INSTRUCTIONAL ASSISTANT (This is not a tenure granting position). Bachelor's Degree or appropriate experience in career-related fields.

12-3 INSTRUCTOR: Master's Degree from an accredited institution, or its equivalent. In the event that equivalent preparation is the basis for assignment of the rank of Instructor, the individual contract shall state explicitly that either the Master's Degree is waived or that the Master's Degree must be obtained by a specified date. Equivalent preparation may include:

12-4 Advanced study with recognized teachers (e.g., in fine arts).

12-5 Practical experience in related non-academic fields.

12-6 ASSISTANT PROFESSOR: Minimum of a Master's Degree plus 15 credits of significant and related graduate work from an accredited institution, or a minimum of 50 credits beyond the Bachelor's Degree in a doctoral program from an accredited institution which does not grant a Master's Degree.

12-7 ASSOCIATE PROFESSOR: Minimum of a Master's Degree plus thirty (30) hours of significant and related graduate work or a minimum of 65 credits beyond the Bachelor's Degree in a doctoral program which does not grant a Master's Degree.

12-8 PROFESSOR: The Doctor's Degree (Ed.D, Ph.D) from an accredited institution is a requirement for this rank.

## GUIDELINES FOR INITIAL PLACEMENT ON RANK

12-9 The individual must meet the criteria under experience, length of service, and preparation of this Article to determine placement in the appropriate rank.

12-10 Placement on step within rank determined (12-3) above will be based upon the following formula:

12-11 One step on guide for every year of appropriate college experience.

12-12 One step on guide for every two years of appropriate secondary or elementary experience.

12-13 One step on guide for every two years of related professional, industrial, business or military experience.

12-3.2d Teaching experience as a teaching assistant may be credited toward rank in special instances recommended by the appropriate academic division director and approved by the Dean of Academic Affairs. Such experience shall be equated on the following basis:

One step on guide for every two (2) years as teaching assistant, such experience to include a minimum of 24 semester hours of teaching experience.

12-3.3 In the event that the computation of formula above involves one-half ( $\frac{1}{2}$ ) year, the Division Director, with approval of the Dean of Academic Affairs, may place an individual at either the lower or higher step.

12-3.4 These equations of relevant experience shall prevail except in unusual circumstances in which a 1:1 ratio is recommended by the appropriate academic division director and approved by the Academic Dean.

12-3.5 See Appendix B for Initial Placement and Promotion Schedule

12-3.6 Initial placement under the terms of this section will not be grievable, provided that all criteria have been applied in a consistent manner.

## **ARTICLE XIII REQUIREMENTS – LECTURER**

13-1 A special rank may be granted where an exceptionally qualified individual who has some performance skills not usually associated with formal degrees would contribute significantly to the objectives of the College. The appropriateness of the experience is initially evaluated by the faculty of the discipline involved and judged in turn by the division director, Dean of Academic Affairs and the President. This is not a tenure-granting position.

## **ARTICLE XIV TYPES OF CONTRACTS AND WORK SCHEDULE REQUIREMENTS**

14-1 All members of the unit are working under one of two types of contracts, academic year or year-round.

## 14-2

## ACADEMIC YEAR CONTRACTS

Faculty on academic year contracts shall teach two (2) sixteen (16) week semesters in the regular academic year, and give one (1) additional week of service at the direction of the College in course planning and preparation and/or academic counseling at the completion of the Winter semester. Faculty will report one week prior to opening of classes in the Fall semester.

## YEAR ROUND CONTRACTS

14-3 Faculty on year-round contracts shall teach two (2) sixteen (16) week semesters in the regular academic year, one eight (8) week session, in either the Spring or Summer term, and give one (1) additional week of service at the direction of the College in course planning and preparation and/or academic counseling. One week will be scheduled immediately following the Winter semester for faculty members teaching the Summer term and one (1) week after the Spring term for faculty members teaching that term. This schedule may be adjusted by the appropriate director after consultation with the faculty member. Faculty on year-round contracts will be guaranteed a six (6) consecutive week vacation and will report one (1) week prior to opening of classes in the Fall semester.

14-4 Year-round contracts may be adjusted to academic year contracts by mutual consent for the benefit of the College and faculty member.

14-5 Counselors, Librarians and Instructional Development Specialists shall receive comparable holidays, equal to full-time teaching faculty on year-round contracts, which do not disrupt necessary activities in their areas.

## ARTICLE XV WORK LOAD

### 15-1

### TEACHING FACULTY

15-1.1 Academic Year: Every effort will be made to maintain the workload of each full-time instructor at three hundred ninety (390) student semester hours (26) student limit X fifteen (15) semester hours, per week per semester. The workload of each full-time faculty member will not exceed twenty-five (25), sixty (60) minute contact hours per two (2) week cycle per semester.



15-2 Spring-Summer Terms: The full-time teaching workload for the Spring or Summer terms shall be two (2), three (3) credit courses or the equivalent.

#### LIBRARIANS, COUNSELORS, INSTRUCTIONAL DEVELOPMENT SPECIALISTS

15-3 The normal work week for those members of the negotiating unit employed in the above named classifications will be thirty-five (35) hours per week over a five (5) consecutive day period.

15-4 The normal work day for the above named individual will be eight (8) consecutive hours, including a meal period of sixty (60) minutes.

15-5 The above named individuals shall receive vacation periods equal to full-time teaching faculty on year-round contracts, such vacation periods to be scheduled so as not to disrupt essential services. Schedules for vacation shall be made by the Area Head in consultation with the member of the unit.

15-6 Hours in excess of the designated thirty-five (35) hour week shall not be required. However, nothing contained herein shall preclude the right of the above named members of the negotiating unit to perform their professional duties under unusual circumstances at their discretion in excess of thirty-five (35) hours per week as detailed above without additional compensation.

### ARTICLE XVI HOURS

16-1 WORKING LABORATORY AND WORKING DAY HOURS: A laboratory hour shall be computed to be equal to  $\frac{3}{4}$  of a contact hour for the Fall, 1970 semester. Commencing with the Winter, 1971 semester, a laboratory hour shall be equal to a contact hour (1:1).

#### COLLEGE WORKING DAY

16-2 The assignment of a teaching member of the unit shall span no more than seven (7) hours from the beginning of the first class to the end of the last class in the same day.

16-3 There shall be at least fourteen (14) hours between the end of the last class of the day schedule and the beginning of the first class of the next day.

16-4 There shall be at least twelve (12) hours between the end of an evening class taught as a part of the regular schedule and the beginning of the first class of the next day.

16-5                    Such time limits may be modified with the permission of the individual instructor.

16-6                    The provisions of this section shall not apply to any individual who chooses to teach an overload section.

## **ARTICLE XVII**

### **EVENING AND SATURDAY WORK LOAD**

#### **17-1                    EVENING CLASS REQUIREMENT**

Evening classes may be required as part of a faculty member's regular load up to six (6) semester hours during any two (2) semesters, but the institution will make every effort to avoid such assignments. However, full-time faculty members desiring evening classes as a part of their regular workload will be given first priority for such assignments.

#### **17-2                    SATURDAY CLASSES**

Saturday classes will only be assigned as overload and not part of the regular load.

## **ARTICLE XVIII**

### **CLASS SIZE**

#### **18-1                    Mass Lecture Discussion, Laboratory, Composition and Remedial Classes**

18-1.1                  Every effort will be made to maintain the following student/faculty ratios:

18-1.1a                  26 to 1 in discussion sections

18-1.1b                  20 to 1 in composition courses

18-1.1c                  16 to 1 in remedial sections

18-1.2                  Should an instructor in either the composition or remedial class have assistance, such as an Instructional Assistant, Teaching Intern, et al, the above shall not apply. However, the new class limits shall not exceed thirty (30) students in composition courses and twenty-four (24) students in remedial courses.

18-1.3                  In the 1970-71 school year the reduction in class limits in composition and remedial courses will be provided through changes in scheduling wherever possible. However, the overall student/teacher ratio shall be maintained at 26 to 1. Every effort will be made in the 1971-72 school year to establish a ratio of twenty-six (26) to 1 as the maximum real limit for class size of discussion groups.

18-1.4 The number of students in a laboratory section shall not exceed the number of installations in the assigned room.

18-1.5 The number of discussion groups which shall constitute a mass lecture shall be determined by the academic area of instruction.

## **ARTICLE XIX COURSE PREPARATION**

19-1 Course Preparation and Subject Matter Assignments

The number of course preparations shall be determined by members of the academic area in consultation with the division head. Two preparations shall be considered the ideal in making preparations and determinations.

## **ARTICLE XX SCHEDULE DISTRIBUTION**

20-1 Every effort will be made to give each full-time instructor his schedule for the Fall and Winter semesters no later than 20 days before those terms begin.

## **ARTICLE XXI OFFICE HOURS**

21-1 Consultation and Appointment Procedures

21-1.1 All full-time faculty members shall maintain at least five (5) hours per week for consultation with students and will reserve three (3) additional hours for appointments. The aforementioned five (5) hours shall be on a minimum of four (4) separate days in the work week. The five (5) hours of consultation may be replaced by three (3) hours of individualized instruction. Such tutoring hours shall be determined by mutual agreement between the faculty member and the division director. All such hours shall be in addition to the faculty member's regularly assigned classes. All office hours being maintained shall be listed on the outside of the instructor's door.

21-1.2 Students shall make consultation appointments, where possible, with the faculty members.

## **ARTICLE XXII**

### **ATTENDANCE AT COLLEGE MEETINGS**

22-1 Attendance at General and Divisional Meetings and College Functions

22-1.1 The President or Administrative Vice-President may call General Faculty Meetings at his discretion. The President also reserves the right to call meetings to deal with an emergency. The notice of such meetings shall indicate that an emergency exists. Attendance by faculty at all such general and emergency meetings is expected.

22-1.2 Attendance at divisional and area meetings is expected.

22-1.3 Unless specifically covered elsewhere in this Agreement, attendance by all members of the negotiating unit at College-sponsored functions and activities, although encouraged, shall be voluntary. The Association and its members recognize the importance of said functions and will make every effort to attend.

## **ARTICLE XXIII**

### **FACILITIES AND PARKING**

23-1 FACILITIES: The Board shall make every effort to provide adequate instructional and office facilities. The Board shall make every effort to have available in each building used for office or instruction, adequate restroom and lavatory facilities. In addition, the Board shall make available to the members of the negotiating unit a lounge which shall be furnished by the Board.

23-2 PARKING: Parking, as currently provided, will be continued at no cost to the members of the negotiating unit. The Board may require parking decals for each car but shall furnish same at no cost to the members of the negotiating unit.

## **ARTICLE XXIV**

### **COLLEGE BOOK STORE**

24-1 Members of the negotiating unit are entitled to a ten percent discount on all hardbound and paperback books purchased at the College bookstore. A twenty percent discount will be allowed on any purchase of supplies and merchandise in excess of fifty cents. Discounts do not apply to items on sale.

## **ARTICLE XXV**

### **SAFETY, MEDICAL SERVICE AND EXAMINATIONS**

25-1 Individuals shall not be required to work under conditions defined by state or local ordinances as unsafe.

25-2 The College will endeavor to provide nursing and other medical services as follows:

25-2.1 A nurse will serve Monday through Friday, 9:00 A.M. – 4:30 P.M.

25-2.2 A medical technician will serve Monday through Thursday, 4:00 P.M. – 10:00 P.M., and Saturday, 8:30 A.M. to 5:30 P.M.

25-2.3 A doctor will serve for two (2) hours per day Monday through Friday.

25-2.4 Ambulance service as is available through the municipality shall be sought through the Health Service when time allows.

25-3 All accidents will be reported to the Health Service as soon as possible.

25-4 A complete medical examination shall be required of all new employees who will be members of the unit. Yearly medical examinations as prescribed by state law shall be required of all members of the unit without cost to them.

25-5 Fire extinguishers (properly maintained) shall be placed in those areas deemed appropriate by city fire officials.

## **ARTICLE XXVI**

### **FILLING PROFESSIONAL VACANCIES**

26-1 NOTICE: Every effort will be made to give notice of any professional position vacancy, administrative or faculty, to the members of the faculty, 21 calendar days prior to its being filled. Such notice shall include a job description where applicable, remuneration offered and a statement of required qualifications.

26-2            **RECOMMENDATIONS:** Whenever a vacancy exists in one of the following administrative positions (President, Administrative Vice-President, Dean of Academic Affairs, Deans), a selection committee created by the Board of Trustees shall be constituted to recommend candidates for the vacancy. Representatives of the faculty designated by the Faculty Association will constitute equal representation with any other group on such committee.

26-2.1            It will be incumbent upon the selection committee to recommend simultaneously a minimum of two (2) individuals through the following procedures:

26-2.1a            to the Board of Trustees for the choice of a President.

26-2.1b            to the President for the choice of the Administrative Vice-President, Dean of Academic Affairs, Deans.

26-2.1c            In the event that the recommended candidates are rejected by (a) the Board of Trustees or (b) the President, the selection committee shall submit the names of a minimum of two (2) additional candidates for the vacancy. Such process shall continue until (a) the Board appoints or (b) the President accepts and the Board appoints an individual to the vacancy. The Board will allow a reasonable time limit for the selection committee to complete its work.

26-3            **DISPUTES:** Any and all disputes with respect to Article XXVI shall not be subject to the grievance and arbitration provision of this Agreement.

## **ARTICLE XXVII**

### **ADMINISTRATIVE DUTIES: FACULTY**

27-1            Any faculty member who assumes administrative duties and subsequently returns to instructor status shall resume all rights and privileges that he would have had if he had continued in the faculty status without interruption.

## **ARTICLE XXVIII**

### **ORIENTATION: ASSOCIATION'S ROLE**

28-1 The Board shall be responsible for providing orientation of all new members of the negotiating unit.

28-2 The Association may discuss this Agreement with new members of the negotiating unit during those times, as set forth in this Agreement, for the conduct of Association business. The Association recognizes its responsibility to inform all members of the unit of their right not only to join, but to refrain from membership in the association.

28-3 The Board will provide time during the orientation period during which the Association will inform new members of the unit concerning the nature of the contract.

## **ARTICLE XXIX**

### **CURRICULUM DEVELOPMENT**

29-1 **NEW CURRICULA:** New Curricula, programs, and courses or changes in existing curricula, programs, or courses shall emanate from the academic divisions through divisional curriculum committees. All proposals from the academic divisions shall be forwarded to a college-wide curriculum committee which shall review said proposals in terms of the institution's ability to implement them. This will not in any way preclude the college-wide curriculum committee from developing new curricula. All new curricula or significant modifications of present curricula are subject to Board approval.

29-2 **REJECTION:** In the event that a proposal is rejected by the college-wide curriculum committee, it shall be returned to the divisional curriculum committee with explanation. The divisional curriculum committee may resubmit the proposal with modifications to the college-wide committee for its approval.

29-3 **MEMBERSHIP:** The college-wide curriculum committee will include three (3) faculty members.

## **ARTICLE XXX**

### **FIELD TRIPS**

30-1 A field trip shall be defined as any educational activity which requires students and/or faculty to leave the campus. Such trips will require the approval of the appropriate director.

30-2 The College will determine and shall supply the mode of transportation for all such trips.

30-3 The College shall provide travel-accident liability insurance up to \$50,000 per individual and \$200,000 per catastrophe whenever the faculty member is required to drive on College business.

## **ARTICLE XXXI**

### **PAID LEAVES OF ABSENCE**

31-1 SICK LEAVE: At the beginning of each school year each member of the negotiating unit shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability of the instructor. Payment under this provision shall be made providing that his supervisor or another designated individual is notified of the absence at the earliest possible moment. The unused portion of such allowance shall accumulate indefinitely. In cases of illness extending beyond three (3) working days, certification by a qualified physician shall be required indicating extent of illness and fitness to return.

31-2 SICK LEAVE BANK: The College shall contribute 2½ days of sick leave allowance per member of the unit at the beginning of each year to a common bank to be administered jointly by the Board of Trustees, through the President or his designee, and the Faculty Association, through the Chairman or his designee. Instructors who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the administrators of the bank, from the common bank, provided that there are sufficient days available in the bank. In the event that the number of days in the bank is seriously depleted, the Board of Trustees, through the President or his designee, and the Faculty Association, through the Chairman or his designee will review the situation and take appropriate action to protect members of the unit against financial hardships as a result of extended illness.



31-3 BEREAVEMENT: Leave not to exceed three (3) working days will be allowed for each death in the immediate family. Family is understood to mean father, mother, parents-in-law, siblings, siblings-in-law, wife, husband, children, step-children or grandchildren or other members of household. The three (3) working day period shall be consecutive starting with the first day of absence.

31-4 PERSONAL LEAVE: Leave up to three (3) days per year shall be permitted for matters which cannot be cared for in free time. Payment under this provision shall be made provided a minimum of one week notice shall be given of the intention to take a personal day except in emergency situations. This notice shall be given to the supervisor involved or his designee. The instructor shall make the sole determination of the use of personal leave days. Except in emergency situations, it shall be the responsibility of the instructor to make every effort to find a substitute to replace him in class.

31-5 LEGAL LEAVE: A member of the negotiating unit called for jury duty or subpoenaed as a witness and who must serve, will be granted leave to fulfill such duty. The College will pay his normal salary for a maximum of three weeks providing a record is submitted of time served and pay received, and the member of the negotiating unit remits any payment received for his services as juror, to the College. Payment beyond this period will be determined by the Board on an individual basis. This record will be provided to the individual by the court. Should the individual be released from jury duty early enough in the day and have sufficient time remaining to return to work at the College, he is expected to return and complete the day's schedule.

31-6 In no case shall leave be deducted from vacation days or holidays except by request of the faculty member.

31-7 SABBATICAL LEAVE: The Board may grant sabbatical leaves of absence for full-time faculty members in accordance with the following specific provisions:

31-7.1 Members of the unit shall not be eligible for sabbatical leave until after seven (7) years of continuous service at Essex County College.

31-7.2 The number of sabbatical leaves during the term of this contract shall be limited to 5% of the unit each year, and length of service at Essex County College shall be considered by the Board in the granting of such leave.

31-7.3 Applications for sabbatical leave will be considered only if made for the purpose of full-time study and/or research. Travel related to full-time study and/or research is acceptable.

31-7.4 Such application shall also state that the applicant will continue to serve Essex County College for at least two (2) years after expiration of his leave unless this provision is expressly waived by the Board.

31-7.5 The application shall be submitted to the appropriate Division Director, and, if approved, to the Dean of Academic Affairs. If approved by the Dean of Academic Affairs, the application shall be transmitted by the President to the Board for final action.

31-7.6 Application for sabbatical leave shall be filed with the appropriate Division Director not later than April 1 previous to the year in which the leave is requested.

31-7.7 The granting of sabbatical leave shall not be in any sense automatic, but the Board will consider the advantage to the applicant as a scholar and teacher to be expected from such leave, and the consequent advantage through his service to the College. When granting sabbatical leave, the following items shall be considered:

31-7.7a. The extent of the applicant's previous study, growth, contributions and successful service during the seven (7) years.

31-7.7b The length of uninterrupted service at Essex County College.

31-7.7c Availability of substitute staff and the needs of the College.

31-7.7d The order in which applications are received by postmark.

31-7.8 The sabbatical leave shall be for a period not to exceed one (1) semester or sixteen (16) consecutive weeks, at full pay, or two (2) semesters or thirty-two (32) consecutive weeks at one-half ( $\frac{1}{2}$ ) pay.

31-7.9 The Board agrees to request the appropriate retirement system to credit the period of the sabbatical leave as service for retirement purposes. The period of sabbatical leave shall be credited for increment purposes.

31-7.10 The full-time faculty member upon returning from sabbatical leave shall submit such reports as may be requested by his Division Director, the Dean of Academic Affairs, or the Board.

31-7.11 The decision with respect to the granting or refusal to grant sabbatical leave shall be a matter wholly within the discretion of the Board and/or its duly designated agents, and such decision shall not be subject to the grievance and arbitration procedures of this contract, except where the procedures stated in this article are violated.

31-8 RESERVE TRAINING LEAVE: If a member of the negotiating unit is called for reserve training as a member of any U.S. armed forces or national guard reserve unit, he shall be granted up to twelve (12) days time off to fulfill this duty. If possible, notice should be given at least one semester in advance so that suitable arrangements can be made for his absence, such notice to be given to the Dean of Academic Affairs and his Division Director. This leave is in addition to earned vacation, and the College will pay the difference between what is received for reserve training and normal pay for the period served.

31-9 PROFESSIONAL MEETINGS AND CONVENTIONS: All members of the negotiating unit shall be eligible for up to five (5) days leave with pay to attend professional meetings and/or conventions provided that at least two (2) weeks notice is given to, and approval given by, the appropriate Division Director, and the instructor finds a substitute to replace him in class.

31-10 RETENTION OF FACULTY BENEFITS: Any instructor on a paid leave of absence, including sabbatical, shall retain all insurance and pension benefits without exception during the period of said leave.

31-11 CLASS COVERAGE RESPONSIBILITY: When a faculty member is absent from class for any reason he shall make every effort to find a substitute

## **ARTICLE XXXII**

### **UNPAID LEAVES OF ABSENCE**

32-1 ADVANCED STUDY: After one full year of service, a leave of absence without pay of up to two (2) years may be granted to any member of the negotiating unit upon application for the purpose of advanced study providing that said member agrees to return to the College for at least two years. The Board may extend such leave beyond the two (2) year limit. Upon return from such leave, the member of the negotiating unit shall be placed at the same step on the salary schedule that he occupied at the time of the leave. Where the doctor's degree results from such a leave,

the individual's position on the salary schedule may be negotiated. All fringe benefits shall cease during such leave except where statute law mandates continuance.

32-2 EXCHANGE TEACHING: A leave of absence up to two (2) years may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his professional responsibilities. The Board may extend such leave beyond the two (2) year period. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period. Arrangements for the continuation of fringe benefits shall be made at the time of the "exchange".

32-3 MILITARY LEAVE: A member of the negotiating unit will be given military leave without pay if he enlists, is drafted or ordered to active duty in the United States Armed Forces. All fringe benefits shall cease during such leave except where statute law mandates continuance. If he desires to return to Essex County College, he must give at least sixty (60) days notice, prior to the expiration of his military leave, of his intention to return to work. This notice must be in writing and sent to the Dean of Academic Affairs and to his Division Director. All provisions of State and Federal Law dealing with military training in the Armed Forces of the United States will apply.

32-4 SERVICE IN PROFESSIONAL ORGANIZATIONS: A leave of absence of up to two (2) years may be granted to any member of the negotiating unit upon application for the purpose of serving as an officer in any professional association or on its staff provided that said member agrees to return to the College for at least two years. All fringe benefits shall cease during such leaves, except where statute law mandates continuance. Upon return from such leave the member of the negotiating unit shall be placed on the same step on the salary schedule that he occupied at the time the leave began. However, in exceptional cases the Board may at its discretion renegotiate the individual's position on the salary schedule.

32-5 MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS: Membership in professional associations by members of the negotiating unit shall be paid for by the College provided that the total fees for such memberships do not exceed \$10.00 and that approval for such payment is given by the member's Division Director. The Division Director's decision will be final and binding upon all parties.

32-6 SERVICE IN PUBLIC OFFICE: A faculty member who is elected or appointed to a public office which requires his absence from duty with the College for an extended period of time may be granted a political leave of absence for a period equal to the first term in office. Upon his return he shall be placed at the same step on the salary schedule that he occupied at the time the leave began. All fringe benefits shall cease during such leave except where state law mandates continuance. A leave of absence for one semester without pay may be granted to any member of the negotiating unit, upon application, for the purpose of running for public office. All fringe benefits shall cease during such leave except where statute law mandates continuance.

32-7 MATERNITY LEAVE: Maternity leaves without pay will be granted for a minimum of six (6) months and a maximum of twelve (12) months. The leave should commence at least three (3) months prior to the expected date of childbirth and extend for a period of at least three (3) months after delivery. All fringe benefits shall cease except where statute law mandates continuance. If more than twelve (12) months maximum period is needed, a request for an extension will be considered.

32-7.1 Prior to return from maternity leave, the College reserves the right to require a doctor's certificate as proof of ability to perform assigned duties.

32-8 CONTINUATION OF BENEFITS DURING UNPAID LEAVES: All statutory provisions concerning continued participation in the benefit programs provided by the Teachers' Pension and Annuity Fund (TPAF), Public Employees Retirement System (PERS), or TIAA-CREF during unpaid leaves of absence as defined in this article shall be applicable.

## **ARTICLE XXXIII**

### **TUITION REMISSION**

33-1 For a member of the unit, his spouse, or unmarried child who is accepted at Essex County College for enrollment in the academic program, the College shall grant full tuition remission.

33-2 For members of the negotiating unit, who are accepted at another accredited institution of higher education, Essex County College shall grant tuition reimbursement up to a maximum of six (6) credits per semester to a maximum of eighteen (18) for the year equal to 50% of the cost of tuition.

33-3 In order to obtain reimbursement, the member of the negotiating unit must submit adequate evidence of the successful completion of the course and a receipt of tuition paid.

## **ARTICLE XXXIV PROFESSIONAL IMPROVEMENT**

34-1 Faculty schedules are to be arranged wherever possible to allow faculty members to attend classes at other institutions of higher education.

## **ARTICLE XXXV INSURANCE AND PENSION PROGRAM**

35-1 GROUP LIFE INSURANCE, PENSION AND HEALTH BENEFITS: All members of the unit shall receive group life insurance, pension benefits, health insurance (Blue Cross, with Rider J, Blue Shield, and Major Medical), and all other benefits as provided under the laws of the State of New Jersey. The Board shall continue to pay for such coverage either fully or partially as the law provides.

35-2 GROUP HEALTH BENEFITS: The Board shall maintain its policy of providing without cost to the member of the negotiating unit full family coverage in the Hospital Service Plan of New Jersey (Blue Cross), including Rider J, the Medical-Surgical Plan of New Jersey (Blue Shield), and Major Medical.

35-3 LONG TERM DISABILITY: For those members of the negotiating unit currently enrolled in the TPAF program the Board agrees that it will make every effort to provide long-term disability coverage through an insurance carrier equal to that provided under TIAA until the participant in TPAF is eligible for the long-term disability benefits provided for under the TPAF program.

## **ARTICLE XXXVI RETIREMENT**

36-1 The normal retirement age shall be 65; however, faculty members may continue to teach on a year-to-year basis by mutual agreement between the Board and the individual involved until age 70.

## **ARTICLE XXXVII DEPARTMENT CHAIRMEN**

**37-1**        **POSITION OF CHAIRMAN:** The following provisions affecting department chairmen will become effective upon the creation of that position. A department structure will be instituted within each of the divisions at Essex County College commencing with the Fall, 1970 semester. The divisions are to be subdivided into departments with clearly related disciplines; it is anticipated that no department will have less than five (5) faculty members.

**37-1.1**        Within the evening program, individuals will be given assignments as departmental evening supervisors. These will be positions which will be made available to chairmen on a voluntary basis. The chairman may delegate the responsibility for supervision of the evening program to another faculty member within the department or may act as evening supervisor himself. The evening supervisor will be paid 4% of his base salary for this work, and the work will be done purely on an overload basis.

**37-1.2**        The departmental structures within the academic division may include, but not be limited to the following areas:

**37-1.3**        Allied Health — Nursing; Health technologies.

**37-1.4**        Business — Accounting; Secretarial Science; Data Processing; Business Administration

**37-1.5**        Humanities — English; Fine and Performing Arts; Reading and Study Skills; Foreign Languages.

**37-1.6**        Natural & Applied Science — Biology; Chemistry; Physics and technologies; Mathematics; Physical Education.

**37-1.7**        Social Science — History; Psychology; Anthropology and Sociology; Education; Philosophy and Religion.

**37-1.8**        The Dean of Academic Affairs and the Division Director in consultation with the faculty in the division shall make final determination of the departments. In addition, there will be one program coordinator for the Black Studies Program.

**37-1.9**        The faculty will receive the following returns for acting as department chairmen:

**37-1.9a**        Seven or fewer in the department - 20% released time and 4% overload.

37-1.9b Eight to twelve in the department - 40% released time and 6% overload.

37-1.9c Thirteen faculty and above - 40% released time and 8% overload.

37-1.9d Fifteen faculty and above - 1 assistant chairman would be assigned to the department and the department assistant chairman would receive 20% released time and a 4% overload.

37-2 SELECTION OF CHAIRMEN: To fill a vacancy in the position of Departmental Chairman, the following procedure shall be followed:

37-2.1 Applications shall be received by the Division Director.

37-2.2 The Division Director shall nominate a candidate for Chairman to the faculty in the department. The individual nominated may be a present faculty member or someone not presently employed by the College.

37-2.3 The faculty shall vote by secret ballot. A majority must vote affirmatively for the nominee for him to be designated as Chairman.

37-2.4 Such process shall continue until a candidate is approved by a majority of the faculty in the department.

37-2.5 Such designee must then be submitted for approval to the Dean of Academic Affairs, the President, and the Board of Trustees.

37-3 TERM OF CHAIRMEN: The first appointment to the position of chairman shall be for a period of one (1) year. Subsequent appointments shall be for a period of two (2) years.

37-3.1 The procedure as stated in paragraph 37-2 above shall be followed at the expiration of a Chairman's term.

## **ARTICLE XXXVIII**

### **CONTRACTS, DISMISSALS AND EVALUATIONS**

#### **38-1 CONTRACTS**

38-1.1 Annual contracts shall be issued by March 15, 1971.

38-1.2 Said contracts are to be signed and returned to the Board of Trustees by April 15, 1971.

38-1.3 The granting of tenure shall be consistent with the laws of the State of New Jersey.



38-1.4 Each tenured member of the unit shall receive an individual contract of continuing employment.

38-1.5 Contracts may be terminated at any time by mutual agreement between the member concerned and the Board.

38-1.6 Notice of non-renewal will be issued by March 15, 1971, for those in their first year of employment, and January 15, 1971, for those in subsequent years of employment.

#### TENURED FACULTY NON-RETENTION

The following discharge procedure is hereby established for all tenured members of the unit:

38-2 A complete specification of charges against a member of the unit shall be made in written form. The member's department, in consultation with the Division Director, has the responsibility for making a determination of non-retention. The Division Director, at his discretion, may initiate such action in concert with a department.

38-2.2 The statement of specification shall be presented to the following:

38-2.2a Member of the unit

38-2.2b Dean of Academic Affairs

38-2.2c President

38-2.2d Secretary of the Board of Trustees

38-2.2e It is agreed that due process must be afforded to the individual under review at all institutional levels.

38-2.3 The Board of Trustees, if it decides to proceed upon such specifications, shall notify the member of the unit involved.

38-2.4 Upon the request of the individual, the Board of Trustees shall provide a hearing to be held within thirty (30) days after the member of the unit has received written notification of the Board's intent.

38-2.5 The Board of Trustees, after it has decided to proceed upon such charges, may suspend the member of the unit in question from active performance of duties until a decision is rendered by the Board of Trustees, provided full salary and faculty benefits shall continue to be paid.

38-2.6 The conduct of hearings with the Board of Trustees shall be carried out with all parties concerned, in executive session if requested by the individual. The usual legal requirements apply to all parties involved including the right to legal counsel and legal representation, the right of facing the individual originating the charges, the right of cross-examination.

38-2.7 The Board shall render its decision no later than sixty (60) days from the date of its initial hearing.

38-2.8 Should the decision rendered by the Board of Trustees be for termination of the services of the member of the unit, the final resolution may be submitted to binding arbitration, as outlined in the Grievance Procedure, at the discretion of the Association Grievance Committee and the member of the unit involved.

38-2.9 The discharge procedure as defined above shall apply in all cases, except that it shall not be interpreted in such a way as to modify or reduce the guaranteed protections available under statutory tenure provisions.

## **ARTICLE XXXIX EVALUATION OF INSTRUCTOR**

39-1 Evaluation of faculty shall be used for the purpose of improving instruction, and to aid in determining whether a faculty member shall be promoted or retained. Such evaluation shall be conducted within each department by the Department Chairman and a peer of the faculty member (who has taught the same course before in this institution) chosen by the faculty member being evaluated. The institutional evaluation procedure shall be developed and agreed upon by the Dean of Academic Affairs and a Faculty Association Committee representing all academic areas. The Department Chairman and the faculty in the department may add to the criteria.

39-2 Criteria for Evaluation of Teaching (Observations):

39-2.1 Evaluation must be based on observable instructional acts.

39-2.2 There shall be an evaluation by the Department Chairman and the peer in the Fall semester.

39-2.3 If deficiencies are found a program of correction (in writing) must be presented to the instructor by those who conducted the observation. Follow-up observations by the same individuals shall be made for the purpose of noting improvement.

39-2.4 In regard to retention, if the Division Director or higher-level administrator does not accept the finding of the Departmental evaluators concerning the teaching competence of the faculty member, the administrator shall state the reasons.

39-2.5 Evaluations for promotion and retention shall include the evaluation of instruction as a major factor. In addition, consideration will be given to continued study, performance as a member of the faculty, professional service, work or services done for the institution beyond assigned duties, experience and length of service, educational preparation, professional status, growth and development, and community service.

## **ARTICLE XL**

### **PROMOTION PROCEDURE**

40-1 Applications for promotion may be submitted by a member of the unit on or before November 15, 1970.

40-2 The requirements for academic rank (Experience and Length of Service, Educational Preparation) contained in Article XII shall be minimal requirements for promotion.

40-3 In addition to these minimal conditions in paragraph 40-2 above, consideration will be given to performance as a member of the faculty, work or services performed for the institution beyond assigned duties, professional status, growth and development, and in community service.

40-4 A Promotions Committee shall be established in each department consisting of the Department Chairman and elected faculty members of the department, which shall review credentials and make recommendations for promotion.

40-5 The full list of those being recommended for promotion shall be passed by the Committee to the Division Director on or before March 15, 1971. The Division Director may append comments concerning the individuals on the list, and he then shall pass the list to the Dean of Academic Affairs on or before March 31, 1971.

40-6 The Dean will add his comments and submit the list to the President.

40-7 The President will review the recommendations and submit a list to the Board. Any member of the unit applying for promotion who is not on the list which is submitted to the Board must be notified of that fact.

40-8 A member of the unit who is not recommended will be granted a hearing, if he so requests, by a college-wide promotions review committee consisting of the Dean of Academic Affairs, acting as non-voting chairman, the Division Director, and one member from each area represented by the association (five academic divisions, counseling, instructional resources).

40-9 If at least three-fourths of the committee votes to recommend for promotion, the member of the unit's name and a summary of the committee's findings will be forwarded to the Board.

## **ARTICLE XLI**

### **PUBLICATION OF AGREEMENT**

41-1 The cost of publication of this Agreement will be shared by the two parties in equal amount.

## **ARTICLE XLII**

### **DURATION OF AGREEMENT**

42-1 This Agreement shall be effective as of August 25, 1970 and shall continue in effect until August 30, 1971, and its provisions shall continue thereafter subject to the Association's and the Board's right to negotiate over a successor Agreement as provided in Article X.

42-2 In witness whereof the Association has caused this Agreement to be signed by its Chairman, Secretary, and Negotiations Co-Chairmen, and Chairman, attested by its Secretary, and its corporate seal to be placed hereon.

Essex County College  
Faculty Association

By Linwood Gilbert  
its Chairman

By Toni Kusma  
Its Secretary

By John Carney  
Negotiations  
Co-Chairman

By Charles Larkin  
Negotiations  
Co-Chairman

Board of Trustees of Essex  
County College

By Robert Ferguson  
Its Chairman

By Simeon Moss  
Its Secretary

By Bernard Newman  
Negotiations  
Chairman

## **ARTICLE XLIII**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

43-1 The provisions of this Agreement shall continue in effect unless either party shall give written notice to the other before September 15 of the calendar year preceding the calendar year in which this Agreement expires of its desire to modify, amend, or supplement the terms of this Agreement. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

43-2 The Board agrees to endeavor to inform the Association by furnishing the Association with a copy of the minutes of the public Board of Trustees' meetings and all addenda, whenever state or federal funds in addition to and/or in excess of those amounts previously anticipated for the fiscal year, are received by the College.

43-3 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## **ARTICLE XLIV**

### **SALARIES**

44-1 Salaries of all faculty covered by this Agreement are set forth in Appendix A.

44-2 Members of the unit are to be placed on the 1970-71 salary schedule in the following manner:

44-2.1 FROM: Present step on current 1969-1970 salary schedule.

TO: Next higher step on new schedule.

44-3 SEMI-MONTHLY PAY: Members of the unit will be paid on a semi-monthly basis.

→ 44-4 OVERLOAD: Overload shall be paid at the rate of \$275.00 per semester hour. The institution will endeavor to keep overload to a minimum, and no faculty member should depend on overload assignments on a regular basis.

44-4.1 Full time members of the negotiating unit shall be given first priority in the assignment of overload.

**APPENDIX A**  
**SALARY SCHEDULE 1970 — 1971**

STEP	INSTRUCTIONAL ASSISTANT	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
1	\$7,560	\$ 8,800	\$ 9,780	\$11,400	\$14,700
2	7,920	9,120	10,320	12,000	15,360
3	8,280	9,600	10,860	12,600	16,020
4	8,640	10,080	11,400	13,200	16,680
5	9,000	10,560	11,940	13,800	17,340
6	—	11,040	12,480	14,400	18,000
7	—	11,520	13,020	15,000	18,660
8	—	12,000	13,560	15,600	19,320
9	—	12,480	14,100	16,200	19,980
10	—	12,960	14,640	16,800	20,640
11	—	13,440	15,180	17,400	21,300
12	—	—	15,720	18,000	21,960

Members of the Unit on Year-Round Contract compute salary in following manner: Academic year salary x 1.20

## APPENDIX B INITIAL PLACEMENT AND PROMOTION SCHEDULE

Years of Completed Service	Step	Instructor	Step	Assistant Professor	Step	Associate Professor	Step	Professor
0		8800*						
1	1	9120	1	9780	1	11400	1	14700*
2	2	9600	2	10320*	2	12000	2	15360
3	3	10080	3	10860	3	12600*	3	16020
4	4	10560	4	11400	4	13200	4	16680
5	5	11040	5	11940	5	13800	5	17340
6	6	11520	6	12480	6	14400	6	18000
7	7	12000	7	13020	7	15000	7	18660
8	8	12480	8	13560	8	15600	8	19320
9	9	12960	9	14100	9	16200	9	19980
10	10	13440	10	14640	10	16800	10	20640
11			11	15180	11	17400	11	21300
12			12	15720	12	18000	12	21960

\*Minimum experience for this rank places an individual at this point.

**PROMOTION:** Individual moves from present step at present rank laterally across on new guide. He is then given one increment at new rank + \$500 for promotion in the year of promotion.

Placement on this guide shall be on the basis of Guidelines for Initial Placement on Rank (see Article XII, Paragraphs 12-3(12-3.1 through 12-3.6)).

## **ADDITIONAL INFORMATION**

The following information is in no way part of this agreement between the Association and the Board. This Section contains information which it is felt, would be found helpful.



## A. SCHOOL CLOSINGS

It may be necessary that the College occasionally close for emergency reasons such as dangerous snow conditions, physical plant problems, or national emergency. Students and faculty will be informed of the closing over radio stations WABC, WNJR, WOR, WPAT, and WVNJ. Procedure 215-1 should be consulted.

## B. EMERGENCY HEALTH SERVICE

In order to obtain prompt emergency service, call the College Nurse at extension 210, Room 1003. When the College is not available, call the Newark Police Department, 622-5400.

All accidents must be reported on an accident form filled out and submitted to the Health Service as soon as possible. Procedure 646-1 and 217-2 should be consulted for details.

## C. EVACUATION

An orderly plan for evacuation of a college facility in the event of fire, threat to safety, or physical malfunction is in effect. Escape route for each area described on wall charts. Procedure 564-1 should be consulted for details.

## D. BOOKSTORE

Each faculty member should be familiar with the following bookstore procedures described in the Procedures Manual:

520-1 Bookstore Discounts for Employees

521-1 Official Booklist

522-1 Ordering Required and Recommended Paperbacks

523-1 Request for Desk Copies.

## E. COLLEGE SERVICES

(a) Typing, telephone dictation, and other clerical services are available to faculty members.

(b) There is a full duplicating service available at the College. The services include multilith, mimeo, collating, folding, and binding. There is also a Model 3600 Xerox available for photocopying needs.

- (c) Telephone Service: Telephone repair service may be obtained by dialing Ext. 247. Extensions on the College telephone number (621-2200) are provided in most faculty offices. These telephones are provided to facilitate college business. Personal calls, except in cases of emergency, are to be limited.
- (d) Messenger Service: There is a twice-daily pick-up and delivery service between the Clinton Street Campus and the Allied Health Center. This service includes, but is not limited to, mail, supplies, books, and some passengers.
- (e) Mail: Each faculty member is assigned a mail box. This represents one of the major modes of communication throughout the institution. Mail, including intra-departmental and inter-divisional notices, is generally picked up at specified depositories and delivered twice daily. Faculty members are urged to check their mailboxes upon entering and leaving the college.

#### F. INSTRUCTIONAL RESOURCES

The Instructional Resources area is devoted to the enhancement of the academic programs at Essex County College. Within its framework are the following divisions: Instructional Media, Library, Computer Center, Instructional Development, and Institutional Research. Each of these divisions provides assistance to the faculty within the scope of its particular area of expertise.

- (a) The Library provides services vital to the educational programs of the institution. Many typical library services are available at the Allied Health Center as well as 31 Clinton Street. Each academic division has a representative who acts as liaison between faculty and the Library who will provide you with information concerning the policies and procedures prepared by the library staff.
- (b) One of the key areas is the Division of Instructional Development which functions to assist faculty members to prepare, assemble, and develop new programs for use with the various media available to the institution. A faculty member is afforded an opportunity to consult with a member of this division to determine the feasibility of developing his ideas for tapes, film loops, video tape, transparencies, etc. Together with the technical assistance of the Division of Instructional Media, programs can be prepared for individual or general classroom use.

- (c) In addition, Instructional Media is responsible for providing audio-visual equipment to the classroom teacher. Procedures for use of equipment, purchase of equipment, rental or purchase of tapes, film strips, film loops, video tapes, and the like, are provided to faculty members by the Instructional Media Division.
- (d) Instructional Development has established a Learning Experience Package Service Program (LEPS), which is designed to assist faculty in the research, production, and development of instructional modules or units. Each instructional unit may include films, slides, field trips, and creative instructional techniques such as interviewing, role playing, and drama.
- (e) Closely related to these divisions and the academic divisions is the Division of Instructional Research. Basic institutional information about students is assembled by this division. It is anticipated that the information will assist the various academic divisions and departments in the evaluation of their programs.

#### G. BUSINESS AFFAIRS

- (a) Purchase of equipment and instructional supplies is usually initiated by departments and specific procedures to follow have been written. Basically, the division director is responsible for the budget and all purchases require his signature for approval. Individuals or departments desirous of attaining items should carefully consider the utilization of the item and plan well in advance so that delays in shipping, etc. will not be deleterious to the educational programs. Also, purchase requisitions are not processed unless all necessary information is provided as indicated in the Procedures Manual for purchasing.

The Procedures Manual (available in the office of each division director) Section 401-1 through 6, includes all basic functions necessary for acquisition of goods and services. All items required from an outside source are requested by a Purchase Requisition (ECC402), with the exception of minimal purchases (under \$10.00) when a "Check Request" form is utilized. If you are in doubt as to procedure or item to purchase, it is suggested you contact the Purchasing

Department for assistance prior to execution of the Purchase Requisition.

In general, purchases of over \$500 are required to go out for bids; Items under \$10 can usually be handled through a "Check Request", and most others through the regular purchase requisition procedures.

**PERSONNEL:** The Personnel Department serves the faculty by providing information and administering much of the fringe benefit program enjoyed by both faculty and staff. Questions and information concerning health, retirement, and insurance programs should be directed to the Personnel Department.

#### H. ROOM CHANGES

If it is necessary for a faculty member to change from a scheduled classroom when it is not consistent with his instructional strategies, he should contact his division director to apprise him of the problems and/or needs so that a better facility can be sought out. The division director will work through the appropriate agent in the Office of the Registrar to implement this change if it is feasible.

#### I. CENTRAL STORES

There is a central storeroom for office supplies, stationery, and forms. The procedure to obtain items from Central Stores is detailed in Procedure #501-1.

#### J. SCHEDULING CHANGES

No faculty member is authorized to effect schedule changes without the expressed prior consent of his division director and assurance that this change is reported to the Registrar's Office.

#### K. THE PUBLIC INFORMATION OFFICE

The Public Information Office is an arm of the President's Office and concerns itself basically with mass communications, both within and outside the College. The office has responsibilities in the following areas:

##### Representing the College to the mass communications media:

The office issues all press release representing the College and maintains relations with representatives of the various media such as the press, radio, and TV, for instance.

#### Coordination of Publications of the College:

The various publications of the College are channeled through this office. Depending on various factors, magnitude of the service performed can range from basic conception, development of specifications, and writing and editing to coordination and production. Whatever, the publication, however, and whoever within the College has developed it, a minimal task of the office is that of coordination to assure accuracy, consistency, and continuity in the total publications program.

#### Miscellaneous tasks performed by the office:

In the area of intra-college communication, the office produces UPDATE, a weekly newsletter distributed to faculty and staff; advertisements, displays, exhibits, etc. are created and produced; speaking dates are solicited and speakers are secured to promote the College before various community groups; personnel of the office consult and assist within their area of expertise on any project which can be seen to reflect favorably on the College.

#### General Information Services:

This office responds helpfully, cooperatively, and diplomatically to queries, advice, or complaints which may emanate from within or outside the college. It takes as its duty the satisfaction of all requests for information, either by satisfying the request directly or by putting the inquirer in touch with those who can help him.

## APPENDIX C

### COLLEGE CALENDAR

The Calendar for 1970-71 shall be set forth below.  
Changes in the Calendar shall be made only after  
agreement between the Association and the Board.

#### COLLEGE CALENDAR

##### 1970

August 31 – September 4	Pre-Seminar planning for faculty Orientation for new faculty Orientation for new students
September 5–7	Labor Day – Holiday
September 8	Fall Semester begins—First day of classes
September 8–12	Time to add a course for Fall Semester
November 2	Last day to apply for Winter Semester
November 6	Last day to drop a course for Fall Semester
November 9–25	Advisement and registration for currently enrolled students for Winter Semester
November 26–29	Thanksgiving Holiday — no classes
December 8–10	Final registration for Winter Semester
December 22	Last day of classes for Fall Semester
December 23 – January 3	Christmas Holiday

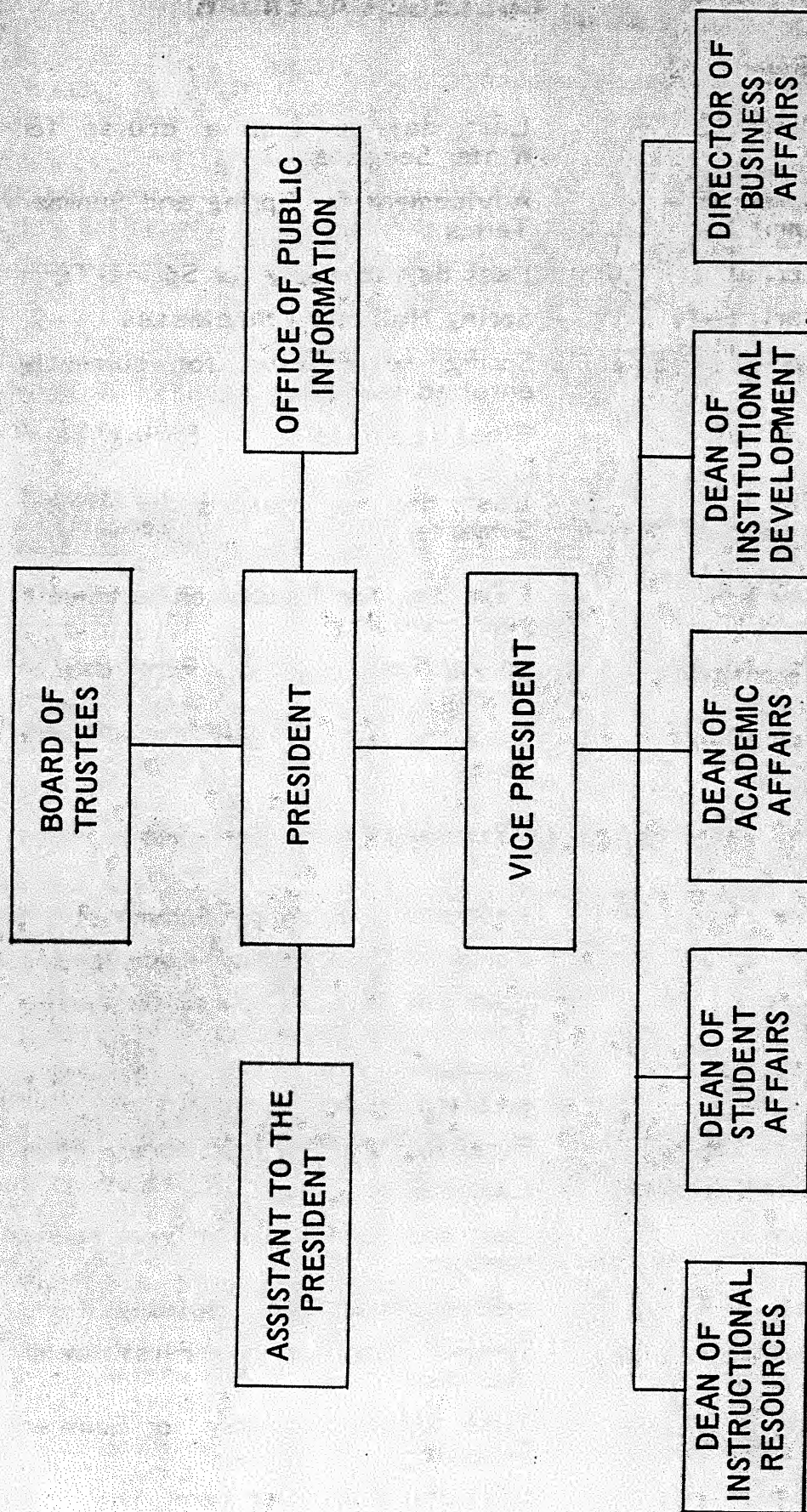
##### 1971

January 4	Winter Semester begins — First day of class
January 4–9	Time to add a course for Winter Semester
January 15	Martin Luther King Holiday
February 22	Washington's Birthday — Holiday

## COLLEGE CALENDAR

1971

March 12	Last day to drop a course for Winter Semester
March 15 – April 2	Advisement for Spring and Summer Terms
April 1	Last day to apply for Spring Term
April 5–11	Spring Holiday – no classes
April 13–15	Spring registration for currently enrolled students
April 20–22	Final registration for Spring Term
May 1	Last day of classes for Winter Semester
May 7	Last day for faculty on academic year contracts
May 10	Spring Term begins – First day of classes
May 10–12	Time to add a course for Spring Term
May 14	Last day to apply for Summer Term
May 16	Last day to apply for Summer Term
May 29-31	Memorial Day Holiday – no classes
June 4	Last day to drop course for Spring Term
June 8–10	Summer registration for currently enrolled students
June 15–17	Final registration for Summer Term
June 26	Last day of Spring Term
July 2	Last day for faculty on year round contracts
July 2–4	Independence Day – Holiday
July 5	Summer Term begins – First day of classes
July 5–7	Time to add a course for Summer Semester
August 21	Last day of Summer Term





## FACULTY SENATE 1969 – 1970

Humanities .....	John Carney Charles Larkin Ron Volper
Business .....	Elaine Ferguson Lin Gilbert Frank Virgintino
Natural and Applied Science .....	Don Gilbert Don Frazer Mike Frank
Social Science .....	John Seabrook Spencer Holland Ray Proctor
Allied Health .....	Mary Space Rose Jackson Mildred Perry
Instructional Resources .....	Herb Friedman Bob Stanbury Toni Kuzma
Counseling and Student Affairs .....	James Johnson Dora Campbell Winston Thompson

## FACULTY SENATE 1970 – 1971

Humanities .....	Ron Volper Charles Larkin Al Olivi
Business .....	Lin Gilbert Donald Yee Frank Virgintino
N.A.S. ....	Desiree Jett Raymond Van Pelt Mike Frank
Allied Health .....	Helen Grabowski Mary Gerristead
Instructional Resources .....	Toni Kuzma Ann Marie Albon Robert Stanbury
Social Science .....	Herb Vilakozi Spencer Holland Dennis Valenti
Counseling .....	James Johnson Dora Campbell Winston Thompson

